

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

V.

**STAR TEX GASOLINE & OIL
DISTRIBUTORS, INC.,**

Defendant.

Civil Action No. 2:11-cv-305

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission (“EEOC”), and Defendant, Star Tex Gasoline & Oil Distributors. Inc. (“Star Tex”). The EEOC filed its Complaint in this lawsuit on September 21, 2011, under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §626(b) (the “ADEA”), to correct alleged unlawful employment practices on the basis of age, and to provide appropriate relief to Chadwick S. Champion (“Champion”), who was allegedly adversely affected by such practices. Star Tex denies that it committed any unlawful employment practices as alleged by the EEOC and denies that it discriminated against Champion on the basis of his age. This action involves disputed and contested claims.

To avoid the cost and expense of further litigation and without admitting any liability, the EEOC and Star Tex agree to compromise and settle this action pursuant to the terms delineated in this Consent Decree.

1. This Court has jurisdiction of the subject matter of this action, and the parties acknowledge that venue is proper.

2. This Consent Decree resolves all issues raised in the EEOC's Complaint. The EEOC waives further litigation of all issues raised in the above-referenced Complaint. The EEOC expressly reserves its right, however, to process and litigate any other charges, if any, which may in the future be filed against Star Tex.

3. The duration of this Consent Decree shall be two (2) years from the date of its filing with the Court. This Court shall retain jurisdiction of this case during the term of this Consent Decree to enforce compliance with its terms as authorized by law.

4. During the term of this Consent Decree, Star Tex, its officers, successors, assigns, agents, servants, and employees agree that they will not discriminate against any employee and/or applicant for employment in any manner whatsoever made unlawful by the ADEA.

5. Within thirty (30) days of the entry of this Consent Decree, Star Tex will reiterate, ratify and adopt and implement an effective Equal Employment Opportunity policy that prohibits discrimination against employees and/or applicants for employment on the basis of age; prohibits any act, policy or practice that has the effect of discriminating against any employee and/or applicant for employment on the basis of age in violation of the ADEA.

6. Within thirty (30) days of the entry of this Consent Decree, Star Tex shall provide, at its cost, through a qualified third party mutually acceptable to Star Tex and the EEOC, three (3) hours of Equal Employment Opportunity training in the requirements of the ADEA to members of Star Tex's management with the authority to hire employees at its facility in Corpus Christi, Texas. The training will include information on laws concerning employment, including the ADEA's prohibitions and Star Tex's commitment to non-discriminatory practices in the hiring of individuals who are forty (40) years of age or older. Within thirty (30) days after the training program, Star Tex shall provide the EEOC with written confirmation that the

training has been completed and a copy of the training syllabus and materials. Star Tex shall maintain a list of individuals, identified by name and title/position, who attended each training program and the date of their attendance. The attendance records will be provided to the EEOC within thirty (30) days after each training program.

7. In settlement of this dispute and of the claims alleged in the aforementioned Complaint, Star Tex shall pay the sum total of \$10,000.00 (TEN THOUSAND DOLLARS) to Chadwick S. Champion. Payment shall be made by check and shall be mailed directly to Chadwick S. Champion at P.O. Box 601, Ingleside, Texas 78362 within fifteen (15) days of the entry of this Consent Decree. Chadwick S. Champion shall be personally responsible for payment of any applicable federal taxes. A copy of the settlement check and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Judith G. Taylor, Supervisory Trial Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

8. Star Tex shall post a notice regarding its practices, policies, and intent not to discriminate against any employee and/or applicant for employment in violation of ADEA. Such notice shall be as set forth in Exhibit A, which is attached to this Consent Decree. A copy of Exhibit A shall be posted at Star Tex's Corpus Christi, Texas facility on employee bulletin boards where employees are likely to congregate. The notice shall be posted within ten (10) days of the entry of this Consent Decree by the Court and shall remain posted for the term of this Consent Decree.

9. Star Tex shall not subscribe to any policy or agree to any insurance policy rider that prohibits or limits the employment of drivers over forty years of age.


10. The EEOC shall have the right to ensure compliance with the terms of the Consent Decree as authorized by law.

11. The terms of this Consent Decree shall be binding upon the EEOC and Star Tex, their agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

12. The parties to this Consent Decree shall bear their own costs and attorney's fees incurred in this action as of the date of entry of this Consent Decree by the Court.

13. When this Consent Decree requires the submission by Star Tex of documents or other materials to EEOC, such documents or other materials shall be mailed to Judith G. Taylor, Supervisory Trial Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

SO ORDERED AND ENTERED this _____ day of 5/16/12, 2012.

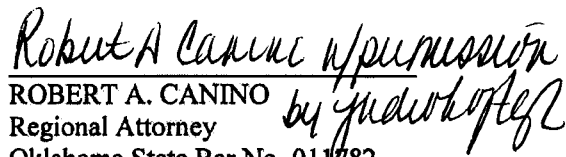

NELVA GONZALES RAMOS
UNITED STATES DISTRICT JUDGE

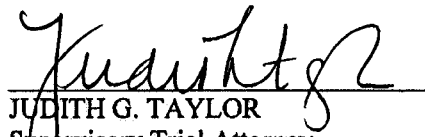
AGREED TO AS TO FORM AND SUBSTANCE:

P. DAVID LOPEZ
General Counsel

JAMES L. LEE
Deputy General Counsel

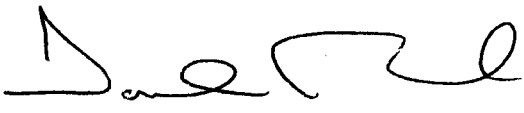
GWENDOLYN YOUNG REAMS
Associate General Counsel


ROBERT A. CANINO
Regional Attorney
Oklahoma State Bar No. 011782


JUDITH G. TAYLOR
Supervisory Trial Attorney
Texas State Bar No. 19708300
Federal ID No. 14850
E-mail: Judith.Taylor@eeoc.gov


JORGE C. RANGEL
Texas State Bar No. 16543500
Federal ID No. 5698
Attorney-in-Charge
E-mail: jorge.c.rangel@rangellaw.com
JAIME S. RANGEL
Texas State Bar No. 24033759
Federal ID No. 32226
E-mail: jaimе.rangel@rangellaw.com
JOSEPH M. MARCUM
Texas State Bar No. 12973000
Federal ID No. 15049
E-mail: joe.marcum@rangellaw.com

THE RANGEL LAW FIRM, P.C.
615 N. Upper Broadway, Suite 2020


DAVID C. RIVELA
Texas State Bar No. 00797324
Federal ID No. 32914
E-mail: David.Rivela@eeoc.gov
Attorney-in-Charge

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
San Antonio Field Office
5410 Fredericksburg Road, Suite 200
San Antonio, TX 78229-3555
Telephone: (210) 281-7619
Facsimile: (210) 281-7669

ATTORNEYS FOR PLAINTIFF

Corpus Christi, Texas 78401
Telephone: (361) 883-8500
Facsimile: (361) 883-2611

ATTORNEYS FOR DEFENDANT

EXHIBIT A

NOTICE TO ALL EMPLOYEES

This NOTICE is being posted pursuant to a Consent Decree between Star Tex Gasoline & Oil Distributors, Inc. and the EEOC. This NOTICE will be conspicuously posted for a period of two (2) years at this facility. It must not be altered, defaced, or covered by any other material.

POLICY: Discrimination of any kind can and often will detract from employees' job performance, discourage employees from remaining on the job, keep employees from advancing in their careers and lower overall employee morale and productivity. It is the policy of Star Tex that discrimination based on age is unacceptable and will not be condoned. **This is a zero tolerance policy.**

PURPOSE: It is the purpose of this policy to reaffirm and amplify the position of the Age Discrimination in Employment Act and the Equal Employment Opportunity Commission's guidelines on discrimination based on age, and to reiterate Star Tex's policy on discrimination prohibited by the ADEA.

SCOPE: This policy extends to all employees of Star Tex, both management, non-management, full-time and part-time.

DEFINITION: Age-based discrimination occurs when an employment decision is made based on an individual's age rather than on legitimate factors. Put another way, age-based discrimination occurs when an employer makes an employment decision and bases it upon the fact the individual is forty (40) years of age or older. Thus, if an employer refuses to hire an applicant because of his/her age, then that employer violates ADEA. Discrimination is often a result of stereotypes. In some cases, those stereotypes extend to all members of a certain age group. If age plays a determinative role in the employment decision-making process, the employment decision is illegal age-based discrimination. Some examples of age-based discrimination are:

- Refusing to hire an individual because he or she is forty (40) years of age or older;
- Refusing to promote an individual because he or she is forty (40) years of age or older;
- Making age-based comments; and/or
- Treating an applicant differently because he or she is forty (40) years of age or older.

This list is in no means exhaustive. There are other forms of age-based discrimination.

RESPONSIBILITY: Each level of management is responsible for ensuring that all personnel policies, procedure, and activities are in full compliance with applicable federal, state, and local equal employment laws, statutes, rules, and regulations regarding racial discrimination. All

employees are expected to read, understand, and follow Star Tex's policy against age-based discrimination.

REPORTING PROCEDURES: Any employee who believes that he or she has been subjected to age-based discrimination is expected to report the conduct as soon as possible to either that person's immediate supervisor or any supervisor or manager with Star Tex. Supervisors and managers who are informed of any alleged incident of discrimination must immediately notify Ronnie D. King. Star Tex will maintain a written log of all complaints of discrimination. This log will include the results of all investigations into claims of discrimination. Star Tex will submit copies of these logs to the Equal Employment Opportunity Commission upon request. A person either alternatively, or in addition to reporting such an allegation to company officials, may contact the U.S. Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone number of the U.S. EEOC office is 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229, (800) 669-4000. Information about your rights and how to file a charge is available on the Internet at www.eeoc.gov.

INVESTIGATION OF COMPLAINTS: A complete investigation of each complaint will be undertaken immediately by members of management. The investigation may include interviews of all employees and supervisors at the store.

PUNISHMENT FOR VIOLATION: Employees who engage in discrimination including, but not limited to, age-based discrimination, including supervisors and managers, can expect serious disciplinary action. After an appropriate investigation, any employee, whether management or non-management, who has been found to have discriminated against another employee will be subject to appropriate sanctions, depending on the circumstances, from a written warning in his or her personnel file up to and including termination of employment.

RETALIATION: There shall be no retaliation against any employee because that person has opposed what they believe to be unlawful employment practices, including age-based discrimination; or has filed a charge of discrimination, or has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under the Age Discrimination in Employment Act. Star Tex will not punish you for reporting age-based discrimination simply because you have made a complaint under the above guidelines.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF TWO (2) YEARS.

Signed this _____ day of _____, 2012.

Date

Star Tex Gasoline & Oil Distributors, Inc.